



AGENCY OF HUMAN SERVICES

DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING

Division of Licensing and Protection

HC 2 South, 280 State Drive

Waterbury, VT 05671-2060

<http://www.dail.vermont.gov>

Survey and Certification Voice/TTY (802) 241-0480

Survey and Certification Fax (802) 241-0343

Survey and Certification Reporting Line: (888) 700-5330

To Report Adult Abuse: (800) 564-1612

May 30, 2019

Ms. Mary Pappas, Manager  
King's Daughters Home, Inc.  
10 Rugg Street  
St Albans, VT 05478-1713

Dear Ms. Pappas:

Enclosed is a copy of your acceptable plans of correction for the survey conducted on **April 22, 2019**. Please post this document in a prominent place in your facility.

We may follow-up to verify that substantial compliance has been achieved and maintained. If we find that your facility has failed to achieve or maintain substantial compliance, remedies may be imposed.

Sincerely,

A handwritten signature in cursive script that reads "Pamela M. Cota".

Pamela M. Cota, RN  
Licensing Chief

MAY 17 2019

PRINTED: 05/09/2019  
FORM APPROVED

## Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  0056	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING: _____		(X3) DATE SURVEY COMPLETED  C 04/22/2019
NAME OF PROVIDER OR SUPPLIER  KING'S DAUGHTERS HOME, INC.			STREET ADDRESS, CITY, STATE, ZIP CODE 10 RUGG STREET ST ALBANS, VT 05478		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)		(X5) COMPLETE DATE
R100	Initial Comments:  An unannounced investigation of a complaint was conducted by the Division of Licensing & Protection on 4/22/2019. The following regulatory deficiencies were identified as a result of the investigation:	R100			
R104 SS=C	V. RESIDENT CARE AND HOME SERVICES  5.1 Admission  5.2.a Prior to or at the time of admission, each resident, and the resident's legal representative if any, shall be provided with a written admission agreement which describes the daily, weekly, or monthly rate to be charged, a description of the services that are covered in the rate, and all other applicable financial issues, including an explanation of the home's policy regarding discharge or transfer when a resident's financial status changes from privately paying to paying with SSI or ACCS benefits. This admission agreement shall specify at least how the following services will be provided, and what additional charges there will be, if any: all personal care services; nursing services; medication management; laundry; transportation; toiletries; and any additional services provided under ACCS or a Medicaid Waiver program. If applicable, the agreement must specify the amount and purpose of any deposit. This agreement must also specify the resident's transfer and discharge rights, including provisions for refunds, and must include a description of the home's personal needs allowance policy.  (1) In addition to general resident agreement requirements, agreements for all ACCS participants shall include: the	R104			

Division of Licensing and Protection

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

STATE FORM

6899

R48M11

If continuation sheet 1 of 6

R104 - R123 POC's accepted 5/30/19 m Higgins RN/PMC - Per phone call with the manager, completion date for all corrections is 5/22/19.

Division of Licensing and Protection

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NAME OF PROVIDER OR SUPPLIER  
**KING'S DAUGHTERS HOME, INC.**

STREET ADDRESS, CITY, STATE, ZIP CODE  
**10 RUGG STREET  
ST ALBANS, VT 05478**

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R104 Continued From page 1

ACCS services, the specific room and board rate, the amount of personal needs allowance and the provider's agreement to accept room and board and Medicaid as sole payment.

This REQUIREMENT is not met as evidenced by:

Based on record review and staff interview the facility failed to assure that at the time of admission, each resident/resident representative was provided with a written admission agreement which specifies the amount and purpose of any deposit and the provision of refunds. Findings include:

Per review of the facility admission agreement the agreement does not contain information regarding the withholding of deposits for any damage done to environment such as carpeting or walls. In interview, on 4/22/2019 at 1:15 PM, the facility Manager stated, after speaking with the Bookkeeper, that Resident #1's Legal representative had agreed to pay the \$900.00 security deposit in payments of \$300.00 but that only 2 payments were made. The \$600.00 deposit paid was held, according to the facility, to pay for damage to the carpet related to incontinence and refusal of care and to wear incontinence protection. The Manager also confirmed that the admission agreement did not contain the information regarding the reasons for withholding deposits.

R114 V. RESIDENT CARE AND HOME SERVICES  
SS=D

5.3 Discharge and Transfer Requirements

R104

R104- The admission agreement has been updated to include information regarding reasons for withholding deposits. The previous admission agreement had stated "reasons for deposit to be withheld was for "damages to the environment" but did not specify what "environment or specific damages were. I added this into the admission agreement. A copy of the admission agreement will be given to the resident and/or legal representative upon day of admission. Please review attached admission agreement.

Division of Licensing and Protection  
STATE FORM

5899

R48M11

If continuation sheet 2 of 6

*Mary Pappas 5/9/19*

Division of Licensing and Protection

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R114	<p>Continued From page 2</p> <p>5.3.a Involuntary Discharge or Transfer of Residents</p> <p>(2) In the case of an involuntary discharge or transfer, the manager shall:</p> <p>i. Notify the resident, and if known, a family member and/or legal representative of the resident, of the discharge or transfer and the specific reasons for the move in writing and in a language and manner the resident understands at least 72 hours before a transfer within the home and thirty (30) days before discharge from the home. If the resident does not have a family member or legal representative and requests assistance, the notice shall be sent to the Long Term Care Ombudsman, Vermont Protection and Advocacy or Vermont Senior Citizens Law Project.</p> <p>ii. Use the form prescribed by the licensing agency for giving written notice of discharge or transfer and include a statement in large print that the resident has the right to appeal the home's decision to transfer or discharge with the appropriate information regarding how to do so.</p> <p>iii. Include a statement in the written notice that the resident may remain in the room or home during the appeal.</p> <p>iv. Place a copy of the notice in the resident's clinical record.</p> <p>This REQUIREMENT is not met as evidenced by: Based on record review and staff interview the facility failed to assure that, in the case of a discharge, which the resident and the resident's</p>		R114		

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R114	Continued From page 3  legal representative did not agree to, the necessary notice was provided. Findings include:  Per record review Resident #1 was admitted to the facility on 4/27/2016 with a level of care variance. The resident is documented in notes as exhibiting increasing behaviors including resistance to care, and refusal to allow staff assistance with incontinence care. During that time the resident's mobility also decreased and the need for increased mobility assistance including transfer assistance was identified. Physical Therapy services were provided and the Physical Therapist wrote a visit note stating that Resident #1 would benefit from care in a Level 1 or 2 facility (nursing home). According to both the facility Manager and the Nurse the attending Physician had also stated, in or about May of 2018 that the family should be prepared to move the resident to a nursing home, as a higher level of care would benefit the resident.  There is documentation of a meeting in May, 2018 when the resident had been at Birchwood Terrace for short term rehab. At that meeting the family was advised to start looking for LTC placement. <u>There was no 30 day notice issued to the resident representative at that time according to the facility manager.</u>  On 6/14/2018 the resident was sent to the Emergency Room (ER) for redness of the legs and restless movements. Later on the same day the ER called the facility and told them that the resident would not be admitted. The manager confirmed on 4/22/2019 at 12:50 pm that, at that point, s/he refused to have the resident return to the facility because the resident exceeded the care that the facility is able to provide. The manager did write a letter with a 30 day notice but	R114	The facility will use the Discharge Notice Form provided by the licensing agency for giving written notice of discharge 30 days before discharge. from the home. In the notice, it is stated the resident may remain in the room or home during an appeal. The facility will not discharge a resident before the 30 day notice has been fulfilled by resident.		

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R114	Continued From page 4  <u>there were 2 letters in envelopes in the record so it's unclear whether a letter was sent and it was not applicable since the facility had already refused to accept the resident back to the facility.</u>	R114			
R123 SS=C	V. RESIDENT CARE AND HOME SERVICES  5.4 Refunds  5.4.a When a resident is discharged, the resident shall receive a refund, within 15 days of discharge, for any funds paid in advance for each day care was not provided. In the case of a discharge to a hospital or other temporary placement, the effective date for this provision shall be the day the home is notified the resident will not be returning. For the purposes of providing refunds, "day of discharge" shall be considered the day the resident's room is empty of the resident's belongings, if those belongings are too large or difficult for the home to store temporarily. The facility shall temporarily store small items such as clothing and other personal items if necessary.  This REQUIREMENT is not met as evidenced by: Based on record review and staff interview the facility failed to assure that the in the case of a discharge, the resident/ resident representative received a refund, within 15 days of discharge for Resident #1. Findings include:  Per record review Resident #1 was discharged from the facility on 6/14/18 after being sent to the Emergency Room. It also revealed that the facility Admission agreement does not address the reasons the initial deposit may be withheld, such	R123	<p>A resident's refund will be issued within the 15 day policy after the (day of discharge) the day the room is empty of the resident's <sup>large</sup> belongings.</p> <p>The admission agreement will address the reasons for the deposit, and why it may be withheld, →</p>		

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R123	Continued From page 5  as for structural damage or nonpayment. The Manager confirmed in interview on 4/22/19 at 1:15 PM, after a conversation with the bookkeeper, that the facility returned \$639.58 to the resident's son, as a refund of the patient share. S/he stated that the refund was sent 8/6/18, longer than 15 days after the resident's discharge on 6/14/18. The bookkeeper stated that the son had paid 2 of the 3 payments for the \$900 security deposit (\$600) which was not refunded due to the damaged carpet, related to the resident's incontinence and refusal to use incontinence products. The Manager also confirmed that the Admission agreement did not explain reasons the initial deposit may be withheld.	R123	Such as damages to the room which may include but not limited to Carpet damage, wall damage, or non-payment. Damages to the room will be assessed and charges will be deducted from the security deposit upon discharge.

## King's Daughters Home Admission Agreement

This is an agreement between \_\_\_\_\_ and the King's Daughters Home. The purpose of this agreement is to explain what services the home provides, how they are paid for and what the rights and responsibilities of each resident are.

### **1. Services**

The King's Daughters Home is licensed by the State of Vermont as a Level III Residential Care Home and as such is required to provide room, board, personal care, general supervision, medication management, and nursing overview for each resident. How much of each of these services the home provides is outlined below.

#### **A. Room**

Under this agreement, you will be provided with a private or semi-private room as is available. You may bring personal possessions with you to the home as space permits, unless the possessions infringe upon the rights of others or creates a fire hazard.

Each room has telephone and cable access which is available for you to activate. The charges for these services are your responsibility and the cost of these services are not included in the monthly periodic rate.

We do not make a habit of changing rooms, but we do reserve the right to change rooms if the need should arise to facilitate the care of another resident.

In the event that a transfer of rooms is necessary, you will be notified at least three days in advance. If you do not agree with the home's decision, you have the right to appeal the transfer. To appeal the decision to transfer, you must notify the administrator of the home or the director of the licensing agency. Upon receipt of an appeal, the administrator must immediately notify the director of the licensing agency. The request to appeal may be oral or written and must be made within 10 business days of the receipt of the notice by the resident.

Both the home and the resident shall provide all the materials deemed relevant to the decision to transfer to the director of the licensing agency as soon as the notice of appeal is filed. The resident may submit orally if unable to submit in writing.



Copies of all materials submitted to the licensing agency will be available to the resident upon request. The director of the licensing agency will render a decision be sent to the resident and to the home, and will state that the decision may be appealed to the Human service Board, and will include information on how to do so. The resident will have 10 business days to file a request for an appeal with the Human Service Board by writing to the Board. The Human Service Board will conduct a de novo evidentiary hearing in accordance with 3V.S.A.3901.

We will hold your room for you if you are temporarily in the hospital and are expected to return here.

We will also do your personal laundry unless you ask otherwise. We will provide you with a clean bed and bath linens.

The Home provides weekly cleaning of your room by our housekeeping staff unless you ask otherwise. In the event that you do not wish our staff to clean your room, you will be responsible for the upkeep of the room.

#### **B. Board**

You will be provided with three attractive and satisfying meals, in accordance with state regulations and dietary standards, and with consideration of your dietary needs.

Supplemental nourishment (snacks) shall be offered to the residents before their hour of retiring and between meals.

#### **C. Personal Care**

Personal care includes:

- \* Assistance with bathing and personal hygiene which includes showering, shampooing hair, cleaning teeth, combing hair.
- \* Assistance with dressing if needed.
- \* Assistance with incontinence by helping to obtain personal care items relating to each person's needs.
- \* Assistance with eating, such as cutting up food.
- \* Assistance with movement, including with walking, and transportation by wheelchair if necessary.

If during your stay, your needs change, management will review and determine if your care needs can be safely met here at the Home. We reserve the right to make decisions according to each individual's needs.

#### **D. General Supervision**

General supervision here means providing a structured environment to ensure the resident's needs for food, shelter, medical care and socialization.

This includes:

- \* Assisting you in arranging medical appointments
- \* Assisting you in obtaining medications.
- \* Assisting you with shopping and obtaining personal items.
- \* Assigning rooms.
- \* Providing transportation.

#### **E. Transportation**

State regulations provide that you are entitled up to four trips per month of up to twenty miles round trip, at no cost to you, for any activity, including medical appointments.

For those miles in excess of twenty (20) miles round trip or after four trips, we will charge you per mile at the rate of .56 cent a mile.

#### **F. Medication Management**

The King's Daughters Home provides medication management under the direction of a licensed nurse, who provides professional nursing delegation and nursing supervision of our staff. The home will procure medications for you as needed. We have two pharmacies for you to choose from in the area to accommodate your individual needs. Charges for medications, deliveries, and/or personal items from the pharmacies are your responsibility.

#### **G. Nursing Services**

The King's Daughters Home has a nurse who is under contract to provide nursing overview for each resident. The nurse assures that the health and psychosocial needs of the resident are met. This includes observation, assessment, goal setting, education of staff, and the development, implementation and evaluation of a written individualized care plan to maintain the resident's well-being. The nurse will be available on site as needed for the residents' healthcare.

### **2. Charges and Finances**

#### **Security Deposit**

We require a \$900.00 security deposit prior to or upon admission.

Paid \_\_\_\_\_yes \_\_\_\_\_ no

This security deposit is not applied to your monthly fee and will be refunded upon a written 30 day notice of voluntary discharge or in the event of an involuntary discharge.

This security deposit is non refundable if:

- \* you choose to voluntarily discharge without a thirty (30)day written notice.
- \* There are damages to the environment in which the resident resides, such as structural damage to walls or carpet damage. Damages will be assessed and charges will be deducted from the security deposit upon discharge.
- \* Non -payment of monthly fee.

The monthly charge for room, board and services covered is \$\_\_\_\_\_. Payment is due on or before the first day of each month. A grace period of 4 days is given to allow for payment to be sent in. After the fifth day of the month if a payment has not been received by the Home, a late fee of \$45.00 will be charged to the resident's account. If at some point you are unable to pay the Home's private pay rate, the Home will assist you in applying for financial assistance and an addendum to this agreement will be entered in.

When you become Medicaid ACCS eligible, you will be responsible for paying the King's Daughters Home directly for your room, board, shopping, and transportation (as defined in the Residential Care home Licensing regulations) at the rate of \$\_\_\_\_\_ per month. You will need to retain a Personal Needs Allowance of at least \$\_\_\_\_\_ per month.

If it is determined that you must meet a spend down to become Medicaid ACCS eligible, you will pay the King's Daughters Home at the private pay rate of \$\_\_\_\_\_ per day/month until the spend down has been met. This rate will pay for your room, board, shopping, transportation and care services. Once the spend down has been met, the King's Daughters Home will bill Medicaid ACCS for your care services and you will be responsible for paying your room and board rate of \$\_\_\_\_\_ per month. We reserve the right to limit the number of ACCS residents the Home will provide for.

When you are Medicaid ACCS eligible, the Home will bill the Medicaid ACCS program for your Level III care services at the rate of \$\_\_\_\_\_ per day for covered services for each day of services were provided to you.

A day of service is a day on which you are Medicaid ACCS eligible, reside at the Home, and have not been absent for the entire 24 hour day or admitted to another Medicaid facility.

Residents that are ACCS or ERC eligible and occupy a private room will be charged a higher amount for room and board (housing and meals).

The amount charged will be the greater of the following amounts:

- \* 85% of your available protected income after the Medicaid spend down and spousal allocation if any, or
- \* the federal benefit amount for SSI Living Arrangement C (\$719.38)

Provided that:

- \* you retain funds for personal spending not less than the personal needs allowance of (\$ \_\_\_\_\_) per month.
- \* No part of your residential care home services are paid for by the Developmental Services Medicaid Waiver program or Community Rehabilitation and Treatment (mental health) program, AND,
- \* You alone occupy your room.

Based on information about your protected income after any Medicaid spend down and spousal allocation, your room and board payment will be determined.

### **Covered Services**

While it is our intent to care for you, at the present time, involuntary discharge may occur if you are found to be unable to evacuate with hands off assistance within the state required time frame of three minutes. We are unable to guarantee your safety after this time.

Other causes for discharge that are in accordance with state regulations are as follows:

- \* the resident's care needs exceed those which the home is licensed or approved through a variance to provide for: or
- \* the home is unable to meet the resident's assessed needs: or
- \* the resident presents a threat to the resident's self or the welfare of others, or
- \* the resident has failed to pay monthly charges for room, board, and care in accordance with the admission agreement, or
- \* When ordered or permitted by a court.

### **Emergency Discharge or Transfer**

An emergency discharge may be made with less than a thirty (30) day notice under the following circumstances:

- \* If the attending physician documents in the medical record that an emergency transfer is necessary for your health and safety.
- \* Or if a natural disaster or emergency necessitates the evacuation of the resident from the facility: 5.

- \* or in the event that you present an immediate threat to the health and safety of self, or others, the home shall request permission from the licensing agency to discharge you immediately.

Permission from the licensing agency is not necessary when the immediate threat requires intervention of the police, mental health crisis, personnel, or emergency medical personnel who render the professional judgment that discharge must occur immediately.

If you leave this home, we will provide you with a refund for payments made for those days care was not provided. Such refund will be provided with 15 days of discharge.

If the discharge is to a hospital or other facility, the effective date for this provision shall be the day we are notified you will not be returning. It is expected that upon discharge you will remove all personal possessions immediately. If the personal possessions are not removed and prevent us from renting the room to someone else, the effective date of discharge for purposes of refund will be the date the possessions are small personal items are readily stored in a separate space.

### **III. Rights and Responsibilities**

Each resident retains their civil rights while residing here. Furthermore, state regulations list the specific rights of all residents of residential care homes.

The list is attached to this agreement, and other copies are available upon request. We will explain these rights before or at the time of admission.

If you are not satisfied with services or conditions in the home, we want you to tell us about it so we can try to resolve the concern. Our grievance procedure is attached.

As part of this agreement, we expect you to adhere to the reasonable rules established by us for the orderly management of the home. These rules are as follows:

- \* Participation in required fire drills,
- \* Quiet hours after 10:00pm until 7:00am
- \* Meals are to be eaten in the dining room unless you are ill.

IV. The undersigned agrees to abide by the terms of this agreement and in accordance with the regulations for residential care homes set forth by the State of Vermont.

You may terminate this agreement with a (30) day written notice.

If there are any subsequent changes to the terms of this agreement, such as a change in the monthly charge, we will notify you in writing thirty (30) days in advance.

Signed

\_\_\_\_\_  
Resident or Authorized Legal Guardian

Date \_\_\_\_\_

\_\_\_\_\_  
Manager

Date \_\_\_\_\_